



WWW.MYWEDDING.ROCKS

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SEMINOLE HEIGHTS, TAMPA BAY FL

GENERAL WORKING AGREEMENT

This document defines the terms and conditions of our working relationship. All projects or services that I, DESIGNER, may be contracted to produce or provide for you, CLIENT, will be subject to the following:

WORKING & BILLING PHASES

Based on my experience with long-term design and print projects, I have found that it is mutually advantageous to handle each project in logical working/billing phases. Planning the work, cost estimating, and billing in several phases permits the DESIGNER or CLIENT to adjust for such revisions, or halt work before completion if a project is postponed or canceled. Any canceled project is billed only through phases and/or portions of phases that were actually completed by the DESIGNER. For each project, the CLIENT will receive a quote/estimate outlining the project specs, the proposed scope of services, and the working/billing phases. Each estimate will outline the fees for materials costs, the costs for design and production labor, and the shipping or delivery costs. I will begin design work upon the CLIENT'S written approval of the estimate via email. After the designs are approved, an invoice will be generated. The invoice may vary slightly from the quote, based on additional CLIENT requests and/or changes in vendor materials costs.

PAYMENT

CLIENT agrees to pay DESIGNER in accordance with the terms specified in the invoice, contract, and proofing sheet. Every wedding suite is unique and varies based on the complexity of the design, the materials costs, and the time-frame. Please expect the price to deviate from project to

project. A 50% deposit is required following your approval of the design proof, and the signed invoice and contract. Your signature and deposit are required to proceed. The deposit is applied to the total amount due. Full payment of your invoice is collected prior to delivery of your printed suite. Payments are accepted via check (payable to Elizabeth Herrmann) or Zelle (payable to my phone number 727 698 5671). There is a \$50 Transaction Fee for bounced checks or payments made through alternative services such as PayPal, Venmo, Stripe, CashApp, or any similar online payment systems. This is to cover POS transaction fees. Hillsborough County also requires 8.5% sales tax on all purchases. Interest on past due balances is 18% per annum or 1.5% per month. I reserve the right to refuse completion or delivery of work until past due balances are paid.

PROOFING: ERRORS AND OMISSIONS

It is the CLIENT'S responsibility to check proofs carefully for accuracy in all respects, ranging from spelling to technical illustrations. Double check names, addresses, dates, and times for your ceremony and reception. If there are any changes you wish to make, it is important that you notify me prior to print. Once you approve the designs, they cannot be altered. DESIGNER is not liable for errors or omissions. If you are fully satisfied with the proof, your signature or that of your authorized representative, either by email or print is required on all proofs, invoice, and contract prior to the release for printing or other implementation.

NATURE OF COPY

CLIENT is responsible for all text, trademark, service mark, copyright and patent infringement clearances. CLIENT is also

responsible for arranging, prior to publication, any necessary legal clearance of materials I prepare.

REVISIONS AND ALTERATIONS

New work requested by the CLIENT and performed by DESIGNER AFTER a proof has been approved is considered a revision or alteration. If the job changes to an extent that substantially alters the specifications described in the original estimate, a revised additional fee must be agreed to by both parties before further work proceeds.

COLOR

Digital PDFs and computer monitors are an approximation of color. Color using printed ink on paper may appear different in person. Hand-mixed ink colors can vary slightly between different press runs. If you choose a color that isn't on the chart, there is a \$15 fee for custom color formulation. It is recommended that you order everything you need at the same time, so that color inks remain consistent.

RETURN POLICY

Once you approve your designs, I cannot accept returns for any reason. It is very important that you proofread the text. In the event of an error caused by myself, I will remedy the problem, even if it means reprinting the cards. You should be aware that letterpress printing means that each card is printed by hand, and one at a time. Thus, slight variations and imperfections are normal. This is what makes letterpress unique and beautiful!

VENDOR PERFORMANCE

DESIGNER will take all reasonable precautions to safeguard the privacy and security of all records needed for design purposes. I will use my best efforts to ensure quality and timely delivery of all printed pieces. Although I may use my best efforts to guard against any loss to you through the failure of vendors, media, or others to perform in accordance with their commitments, I am not responsible for failure on their part. If you select your own vendors, other than those recommended by me, you may request that I coordinate with

their work flow. If at all possible, I will attempt to do so, but I cannot in anyway be held responsible for quality, price, performance or delivery.

RIGHTS OF OWNERSHIP

According to the Copyright Law of 1976, the rights to all design and art work, including but not limited to photography and or illustration created by independent photographers or illustrators retained by DESIGNER, or purchased from a stock agency on your behalf, remain with the individual designer, artist, photographer or illustrator. Unless a purchase of "All Rights" (A Buyout) is negotiated with DESIGNER and/ or his/her authorized representative, you may not use or reproduce the design or the images therein for a purpose other than the one(s) originally stipulated. If you wish to use the design that I have created and/or the images within it for another purpose or project, including a reprint or exhibition, you must contact me to arrange the transfer of rights. I reserve the right to photograph, distribute, or publish for my promotional and marketing needs any work I create for you, such as samples for my portfolio, studio news letter, brochures, slide presentations and similar media. Design and artwork created by My Wedding Rocks is property of My Wedding Rocks and can be used for promotional purposes.

TERM AND TERMINATION

The term of this agreement will continue for work in progress until terminated by either of us upon thirty (30) days written notice. If you should direct me at any time to cancel, terminate or "put on hold" any previously authorized purchase, I will promptly do so, provided you hold me harmless for any cost incurred as a result. Upon termination of this agreement, I will transfer to you all your property and materials in our control and for which you have paid. CLIENT will indemnify and hold DESIGNER harmless for any loss or expense (including attorney's fees), and agree to defend DESIGNER in any actual suit, claim or action arising in any way from our working relationship. This includes, but is not limited to assertions made against CLIENT and any of its products and services arising from the publication of

materials that I prepare and you approve before publication. If an approved project is terminated early by CLIENT, for any reason, a kill fee of 25% of total project costs, in addition to the non-refundable 50% deposit is due within 30 days of notification of termination of the job whether it was canceled or postponed before completion. Additionally, 100% of the total fee is due if the job has been completed by DESIGNER but not used by CLIENT, for any reason.

PRODUCTION SCHEDULES

Production schedules will be established and adhered to by both CLIENT and DESIGNER, provided that neither shall incur any liability, penalty or additional cost due to delays caused by a state of war, riot, civil disorder, fire, labor trouble or strike, accidents, energy failure, equipment breakdown, delays in shipment by suppliers or carriers, or action of government or civil authority. Where production schedules are not adhered to by the CLIENT, final delivery date or dates will be adjusted accordingly.

SHIPPING & DELIVERY

All wedding suites are professionally packaged to ensure the contents are not damaged. There are a few different options you can choose from. Wedding Suites are shipped via USPS Priority Mail with a tracking number and arrive within 2–3 business days. Shipping costs are prorated, based on an estimation of the package weight and size. Rush Orders are available and ship via USPS Priority Mail Express with a tracking number and arrive in 1 day. For a \$15 handling fee, I am also able to personally courier your wedding suite if you live in the Tampa Bay area. Courier-handled packages are recommended as the safest means of handling. Date and time can be coordinated to work for your earliest convenience.

ADDITIONAL PROVISIONS

The validity and enforceability of this agreement will be interpreted in accordance with the laws of the State of Florida applicable to agreements entered into and performed in the State of Florida. This agreement is our entire understanding and may not be modified in any respect except in an executed

agreement. If I must retain attorneys to collect for unpaid invoices, you agree to pay my attorney's fees, court costs, and interest at the maximum rate permitted by law. This agreement is between DESIGNER and business or individual identified on this agreement. The client/ individual listed below is subject to the these terms and conditions.

CLIENT / INDIVIDUAL

Date _____

ELIZABETH HERRMANN / DESIGNER

Date _____